

Docket No.

M3653.0001/P001

## Declaration and Power of Attorney for Patent Application

### English Language Declaration

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name.

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

**METHOD AND APPARATUS FOR PLANNING AND MONITORING MULTIPLE TASKS BASED ON USER DEFINED CRITERIA AND PREDICTIVE ABILITY**

the specification of which (check one)

☐ is attached hereto.

☒ was filed on June 16, 1999  
as United States Application No. or PCT International Application No. 09/334,256  
and was amended on \_\_\_\_\_ (if applicable).

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose to the United States Patent and Trademark Office all information known to me to be material to patentability as defined in Title 37, Code of Federal Regulations, Section 1.56.

I hereby claim foreign priority benefits under Title 35, United States Code, Section 119(a)-(d) or Section 365(b) of any foreign applications(s) for patent or inventor's certificate, or Section 365(a) of any PCT international application which designated at least one country other than the United States, listed below and have also identified below, by checking the box, any foreign application for patent or inventor's certificate or PCT international application having a filing date before that of the application on which priority is claimed.

Prior Foreign Application(s)

Priority Not  
Claimed

_____ (Number)	_____ (Country)	_____ (Filing Date)	<input type="checkbox"/>
_____ (Number)	_____ (Country)	_____ (Filing Date)	<input type="checkbox"/>
_____ (Number)	_____ (Country)	_____ (Filing Date)	<input type="checkbox"/>

I hereby claim the benefit under 35 U.S.C. Section 119(e) of any United States provisional application(s) listed below:

_____ (Application Serial No.)	_____ (Filing Date)
_____ (Application Serial No.)	_____ (Filing Date)
_____ (Application Serial No.)	_____ (Filing Date)

I hereby claim the benefit under 35 U.S.C. Section 120 of any United States application(s), or Section 365(c) of any PCT international application designating the United States, listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States or PCT international application in the manner provided by the first paragraph of 35 U.S.C. Section 112. I acknowledge the duty to disclose to the United States Patent and Trademark Office all information known to me to be material to patentability as defined in Title 37, C.F.R., Section 1.56 which became available between the filing date of the prior application and the national or PCT international filing date of this application:

_____ (Application Serial No.)	_____ (Filing Date)	_____ (Status) (patented, pending, abandoned)
_____ (Application Serial No.)	_____ (Filing Date)	_____ (Status) (patented, pending, abandoned)
_____ (Application Serial No.)	_____ (Filing Date)	_____ (Status) (patented, pending, abandoned)

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

POWER OF ATTORNEY: As a named inventor, I hereby appoint the following attorney(s) and/or agent(s) to prosecute this application and transact all business in the Patent and Trademark Office connected therewith:

Gary M. Hoffman, 26,411; Thomas J. D'Amico, 28,371; Donald A. Gregory, 28,954; James W. Brady, Jr., 32,115; Jon D. Grossman, 32,699; Mark J. Thronson, 33,082; Laurence E. Fisher, 37,131; John R. Fuisz, 37,327; Brian A. Lemm, 43,748; Gianni Minutoli, 41,198; Eric Oliver, 35,307; William E. Powell, III, 39,803; James M. Silbermann, 40,413 and Salvatore P. Tamburo, P-45,153.

Send Correspondence to:

John R. Fuisz  
Dickstein Shapiro Morin & Oshinsky LLP  
2101 L Street NW  
Washington, DC 20037-1526

Direct Telephone Calls to: (202) 785-9700

Full name of sole or first inventor Sandra Richardson	08-19-99
Sole or first inventor's signature <i>Sandra Richardson</i>	Date
Residence 3601 Porter St, NW, Washington, DC 20016	
Citizenship United States of America	
Post Office Address 2300 M Street N.W. Suite 900 Washington, DC 20037	

Full name of second inventor Douglas Clark	
Second inventor's signature <i>Douglas Clark</i>	Date 18 AUG 99
Residence 3601 PORTER ST., NW WASHINGTON, DC 20016	
Citizenship United States of America	
Post Office Address 2300 M Street, N.W. Suite 900 Washington, DC 20037	

Full name of third inventor, if any Matthew Bennett	
Third inventor's signature <i>Matthew Bennett</i>	Date 8/16/99
Residence 5640 Vantage Vista Colorado Springs, CO 80919	
Citizenship United States of America	
Post Office Address 1 South Nevada Avenue Skybox 2 Colorado Springs, CO 80903	

Full name of fourth inventor, if any

James Finwick

Fourth inventor's signature

Date

8/16/99

Residence

1080 Pines Dr.  
Colorado Springs, CO. 80922

Citizenship United States of America

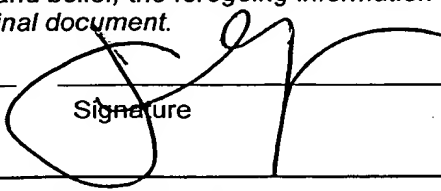
Post Office Address

1 S. Nevada Avenue  
Skybox 2  
Colorado Springs, CO 80903

## RECORDATION FORM COVER SHEET

U.S. Department of Commerce  
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

<p>1. Name of conveying party(ies): Matthew Bennett, Douglas Clark, Jim Finwick and Sandra Richardson</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Name: <u>Metier Ltd.</u></p> <p>Internal Address:</p> <p>Street Address: <u>2300 M Street, N.W.</u> <u>Suite 900</u></p> <p>City: <u>Washington</u></p> <p>State: <u>D.C.</u> Zip: _____</p> <p>Country: _____</p> <p>Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of Conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other _____</p> <p>Execution Date(s): <u>8/3/99; 8/3/99; 8/16/99 and 8/16/99, respectively.</u></p>	
<p>4. Application number(s) or patent number(s):</p> <p>If this document is being filed together with a new application, the Execution date(s) of the new application is (are): <u>8/3/99</u></p> <p>A. Patent Application No.(s): _____ B. Patent No.(s): _____</p> <p style="text-align: right;">Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>DICKSTEIN SHAPIRO MORIN &amp; OSHINSKY LLP</u></p> <p>Internal Address: <u>Atty. Dkt.: M3653.0001/P001</u></p> <p style="text-align: center;">Attn: <u>John R. Fuisz</u></p> <p>Street Address: <u>2101 L Street NW</u></p> <p>City: <u>Washington</u> State: <u>DC</u> Zip: <u>20037-1526</u></p>	<p>6. Total number of applications and patents involved: <u>1</u></p> <p>7. Total fee (37 C.F.R. 3.41) \$ <u>\$40.00</u></p> <p><input checked="" type="checkbox"/> Enclosed</p> <p><input type="checkbox"/> Authorized to be charged to deposit account</p> <p><input checked="" type="checkbox"/> Credit any overpayment or debit any underpayment</p> <p>8. Deposit account number: <u>04-1073</u></p>
DO NOT USE THIS SPACE	
<p>9. Statement and signature.</p> <p><i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i></p> <p><u>Jon D. Grossman</u>  <u>August 24, 1999</u></p> <p style="text-align: center;">Signature Date</p> <p>Reg. No. <u>32,699</u></p>	
<p>Total number of pages including cover sheet, attachments, and document: <u>9</u></p>	

## ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by Sandra Richardson, Douglas Clark, Matthew Bennett and James Finwick, (hereinafter referred to as Assignors), residing at \_\_\_\_\_; \_\_\_\_\_; \_\_\_\_\_ and \_\_\_\_\_;

WHEREAS, Assignors have invented certain new and useful improvements in METHOD AND APPARATUS FOR PLANNING AND MONITORING MULTIPLE TASKS BASED ON USER DEFINED CRITERIA AND PREDICTIVE ABILITY, set forth in an application for Letters Patent of the United States, filed on June 16, 1999 as U.S. application Serial No. 09/334,256; and

WHEREAS, Métier Ltd., a corporation organized under and pursuant to the laws of Delaware having its principal place of business at 2300 M Street, N.W., Washington, D.C. 20037 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefor and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which

may be granted therefor and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

**AND** for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owner of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

**AND** for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with any

Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

**Dickstein Shapiro Morin and Oshinsky LLP**

Gary M. Hoffman, 26,411; Thomas J. D'Amico, 28,371; Donald A. Gregory, 28,954; James W. Brady, Jr., 32,115; Jon D. Grossman, 32,699; Mark J. Thronson, 33,082; Laurence E. Fisher, 37,131; John R. Fuisz, 37,327; Brian A. Lemm, 43,748; Gianni Minutoli, 41,198; Eric Oliver, 35,307; William E. Powell, III, 39,803; James M. Silbermann, 40,413 and Salvatore P. Tamburo, P-45,153.



AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

Sandra Richardson

Sandra Richardson

Date 08-03-99

United States of America )  
State \_\_\_\_\_ )ss.:  
County \_\_\_\_\_ )

YVONNE JONES  
NOTARY PUBLIC, D.C.  
My Commission Expires: 02-14-04

On this 3rd day of August, 1999, before me  
personally came Sandra Richardson, to me known to be the individual  
described in and who executed the foregoing instrument, and acknowledged execution  
of the same.

[Signature]  
Notary Public

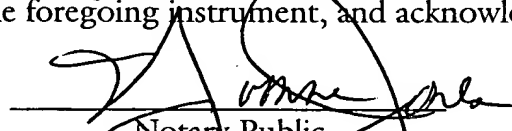
  
Douglas Clark

Date 3 Aug 99

United States of America )  
State \_\_\_\_\_ )ss.:  
County \_\_\_\_\_ )

YVONNE JONES  
NOTARY PUBLIC, D.C.  
My Commission Expires: 02-14-04

On this 3rd day of August, 1999, before me  
personally came Douglas Clark, to me known to be the  
individual described in and who executed the foregoing instrument, and acknowledged  
execution of the same.

  
Notary Public

*Matthew Bennett*  
Matthew Bennett

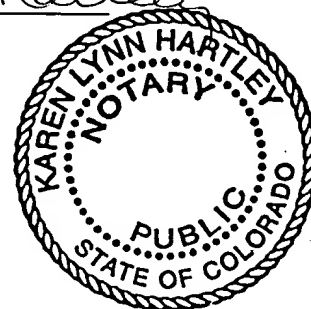
Date 8/16/99

United States of America )  
State Colorado )ss.:  
County El Paso )

On this 16<sup>th</sup> day of August, 1999, before me personally came Matthew Bennett, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

*Karen Lynn Hartley*  
Notary Public

**My Commission Expires**  
**June 24, 2002**



James J  
James Finwick

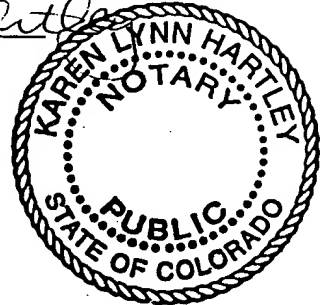
Date 8/16/99

United States of America )  
State Colorado )ss.:  
County El Paso )

On this 16<sup>th</sup> day of August, 1999, before me personally came James Finwick, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Karen Lynn Hartley  
Notary Public

My Commission Expires  
June 24, 2002



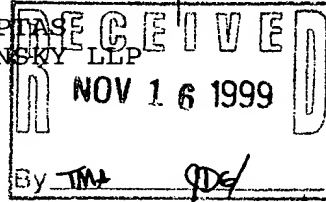


M265300 Pool

**UNITED STATES DEPARTMENT OF COMMERCE**  
**Patent and Trademark Office**  
ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

OCTOBER 27, 1999

DICKSTEIN SHAPIRO MORIN & OSHINSKY LLP  
JOHN R. FUISZ  
2101 L ST. N.W.  
WASHINGTON, D.C. 20037-1526



\*101128576A\*

**UNITED STATES PATENT AND TRADEMARK OFFICE**  
**NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT**

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 08/24/1999

REEL/FRAME: 010189/0313  
NUMBER OF PAGES: 8

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

## ASSIGNOR:

BENNETT, MATTHEW

DOC DATE: 08/03/1999

## ASSIGNOR:

CLARK, DOUGLAS

DOC DATE: 08/03/1999

## ASSIGNOR:

FINWICK, JIM

DOC DATE: 08/16/1999

## ASSIGNOR:

RICHARDSON, SANDRA

DOC DATE: 08/16/1999

## ASSIGNEE:

METIER LTD.  
2300 M STREET, N.W.  
SUITE 900  
WASHINGTON, D.C.

SERIAL NUMBER: 09334256

FILING DATE: 06/16/1999

PATENT NUMBER:

ISSUE DATE:

010189/0313 PAGE 2

MAURICE CARTER, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

## RECORDATION FORM COVER SHEET

U.S. Department of Commerce  
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

<b>1. Name of conveying party(ies):</b> Matthew Bennett, Douglas Clark, Jim Finwick and Sandra Richardson  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<b>2. Name and address of receiving party(ies):</b> Name: <u>Metier Ltd.</u>  Internal Address:  Street Address: <u>2300 M Street, N.W.</u> <u>Suite 900</u>  City: <u>Washington</u> State: <u>D.C.</u> Zip: _____ Country: _____  Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>3. Nature of Conveyance:</b> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date(s): <u>8/3/99; 8/3/99; 8/16/99 and 8/16/99, respectively.</u>		<b>4. Application number(s) or patent number(s):</b> If this document is being filed together with a new application, the Execution date(s) of the new application is (are): <u>8/3/99</u> A. Patent Application No.(s): _____ B. Patent No.(s): _____  Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b>  Name: <u>DICKSTEIN SHAPIRO MORIN &amp; OSHINSKY LLP</u> Internal Address: <u>Atty. Dkt.: M3653.0001/P001</u> Attn: <u>John R. Fuisz</u> Street Address: <u>2101 L Street NW</u>  City: <u>Washington</u> State: <u>DC</u> Zip: <u>20037-1526</u>		<b>6. Total number of applications and patents involved:</b> <u>1</u>  <b>7. Total fee (37 C.F.R 3.41)</b> \$ <u>\$40.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account <input checked="" type="checkbox"/> Credit any overpayment or debit any underpayment  <b>8. Deposit account number:</b> <u>04-1073</u>	
DO NOT USE THIS SPACE			
<b>9. Statement and signature.</b> <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i> <u>Jon D. Grossman</u> <u>August 24, 1999</u> Signature Date Reg. No. <u>32,699</u> Total number of pages including cover sheet, attachments, and document: <u>9</u>			

VO-21-1333



101128576

08/26/1999 TTR6H1  
02 FC:581



## ASSIGNMENT BY INVENTORS

**THIS ASSIGNMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by Sandra Richardson, Douglas Clark, Matthew Bennett and James Finwick, (hereinafter referred to as Assignors), residing at \_\_\_\_\_; \_\_\_\_\_; \_\_\_\_\_ and \_\_\_\_\_;

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**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which

may be granted therefor and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owner of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

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Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

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AND Assignors acknowledge an obligation of assignment of this invention to  
Assignee at the time the invention was made.



Sandra Richardson

Sandra Richardson

Date 08-03-99

United States of America )

State \_\_\_\_\_ )ss.:

County \_\_\_\_\_ )

YVONNE JONES  
NOTARY PUBLIC, D.C.  
My Commission Expires: 02-14-04

On this 3rd day of August, 1999, before me  
personally came Sandra Richardson to me known to be the individual  
described in and who executed the foregoing instrument, and acknowledged execution  
of the same.

[Signature]  
Notary Public



[Signature]  
Douglas Clark

Date 3 Aug 99

United States of America )  
State \_\_\_\_\_ )ss.:  
County \_\_\_\_\_ )

YVONNE JONES  
NOTARY PUBLIC, D.C.  
My Commission Expires: 02-14-04

On this 3rd day of August, 1999, before me  
personally came Douglas Clark, to me known to be the  
individual described in and who executed the foregoing instrument, and acknowledged  
execution of the same.

[Signature]  
Notary Public

James Finwick  
James Finwick

Date 8/16/99

United States of America )  
State Colorado )ss.:  
County El Paso )

On this 16<sup>th</sup> day of August, 1999, before me  
personally came James Finwick, to me known to be the  
individual described in and who executed the foregoing instrument, and acknowledged  
execution of the same.

Karen Lynn Hartley  
Notary Public

My Commission Expires  
June 24, 2002

